

13. ABC, the Conferences and Tournament agree that disputes arising under this ABC Master Agreement shall be resolved by arbitration. The arbitration shall be held before a panel of three arbitrators knowledgeable in the sports television industry, one of whom shall be selected by ABC, one of whom shall be selected jointly by the Conferences and (if appropriate) Tournament, and the third of whom shall be selected by the first two arbitrators so chosen. The arbitration shall be conducted in San Francisco, California or Chicago, Illinois, in accordance with the rules of the American Arbitration Association. The ruling of the arbitrators shall be binding on the parties and may be entered as a judgment and enforced by any court of competent jurisdiction.

14. Headings. The headings used in this ABC Master Agreement are for convenience only and shall not affect the interpretation thereof.

15. Counterparts. This ABC Master Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and counterpart signature pages may be assembled to form a single original document.

16. Applicable Law. This ABC Master Agreement shall be governed by the laws of the State of California.

17. Amendments. No amendment, modification, supplement or waiver of this ABC Master Agreement will be binding unless set forth in a writing signed by the party against which enforcement is sought. No delay or failure to require performance of any provision of this ABC Master Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted shall apply solely to the specific instance expressly stated.

18. Agreement Not Contrary to Law/Severability. To the best knowledge and belief of the parties hereto, this ABC Master Agreement contains no provision that is contrary to any federal, state or local law, ruling or regulation. If any provision of this ABC Master Agreement or any part thereof, shall at any time be held to be invalid, in whole or in part, under any applicable federal, state or local law, ruling or regulation by a court of competent jurisdiction, or by an administrative agency of the federal, state or local government, or by an arbitrator with proper jurisdiction, then such provision or portion thereof, as appropriate, shall remain in effect only to the extent permitted, and the remaining portions thereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

19. Assignment. This ABC Master Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns; provided, however,

that no party may assign, delegate or otherwise transfer any of its rights, duties or obligations hereunder or interest herein in whole or in part, without the prior written consent of the other parties hereto, except that upon prior written notice (i) to the Conferences and Tournament, ABC may assign its rights to any subsidiary, affiliated, or controlling corporation or to any person, firm or corporation which acquires a substantial portion of ABC's assets and continues in operation in substantially the same form; provided, however, that no such assignment shall relieve ABC of its obligations hereunder, or (ii) to ABC, either BIG TEN or PAC-10 may assign its rights to a corporation assuming the rights and liabilities provided hereunder of the respective Conference.

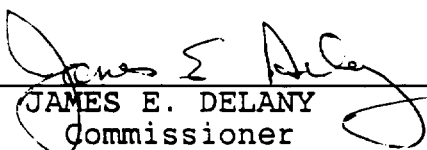
20. Entire Agreement. This ABC Master Agreement, and the ABC Principles, which are hereby incorporated into this Agreement in the form of the attached Exhibits A and B hereto, together constitute the sole and entire agreement between ABC and the other parties hereto with respect to the subject matter hereof and supercede all prior discussions and agreements between the parties with respect to the matters contained herein.

IN WITNESS WHEREOF, this ABC Master Agreement has been executed the day of 1993 first above written.

THE BIG TEN CONFERENCE

PASADENA TOURNAMENT OF  
ROSES ASSOCIATION

By: \_\_\_\_\_

  
JAMES E. DELANY  
Commissioner  
Big Ten Conference

By: \_\_\_\_\_

Executive Director

By: \_\_\_\_\_

Secretary

THE PACIFIC-10 CONFERENCE

ABC SPORTS, INC.

By: \_\_\_\_\_

JERRY L. KINGSTON  
President  
Pacific-10 Conference

By: \_\_\_\_\_

DAVID E. DOWNS  
Vice President  
Programming

By: \_\_\_\_\_

THOMAS C. HANSEN  
Commissioner  
Pacific-10 Conference

that no party may assign, delegate or otherwise transfer any of its rights, duties or obligations hereunder or interest herein in whole or in part, without the prior written consent of the other parties hereto, except that upon prior written notice (i) to the Conferences and Tournament, ABC may assign its rights to any subsidiary, affiliated, or controlling corporation or to any person, firm or corporation which acquires a substantial portion of ABC's assets and continues in operation in substantially the same form; provided, however, that no such assignment shall relieve ABC of its obligations hereunder, or (ii) to ABC, either BIG TEN or PAC-10 may assign its rights to a corporation assuming the rights and liabilities provided hereunder of the respective Conference.

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THE BIG TEN CONFERENCE

By: \_\_\_\_\_  
JAMES E. DELANY  
Commissioner  
Big Ten Conference

PASADENA TOURNAMENT OF  
ROSES ASSOCIATION

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
President

THE PACIFIC-10 CONFERENCE

By: \_\_\_\_\_  
JERRY L. KINGSTON  
President  
Pacific-10 Conference

ABC SPORTS, INC.

By: \_\_\_\_\_  
DAVID E. DOWNS  
Vice President  
Programming

By: \_\_\_\_\_  
THOMAS C. HANSEN  
Commissioner  
Pacific-10 Conference

that no party may assign, delegate or otherwise transfer any of its rights, duties or obligations hereunder or interest herein in whole or in part, without the prior written consent of the other parties hereto, except that upon prior written notice (i) to the Conferences and Tournament, ABC may assign its rights to any subsidiary, affiliated, or controlling corporation or to any person, firm or corporation which acquires a substantial portion of ABC's assets and continues in operation in substantially the same form; provided, however, that no such assignment shall relieve ABC of its obligations hereunder, or (ii) to ABC, either BIG TEN or PAC-10 may assign its rights to a corporation assuming the rights and liabilities provided hereunder of the respective Conference.

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THE BIG TEN CONFERENCE

PASADENA TOURNAMENT OF  
ROSES ASSOCIATION

By: \_\_\_\_\_  
JAMES E. DELANY  
Commissioner  
Big Ten Conference

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Secretary

THE PACIFIC-10 CONFERENCE

ABC SPORTS, INC.

By: \_\_\_\_\_  
JERRY L. KINGSTON  
President  
Pacific-10 Conference

By: \_\_\_\_\_  
DAVID E. DOWNS  
Vice President  
Programming

By: \_\_\_\_\_  
THOMAS C. HANSEN  
Commissioner  
Pacific-10 Conference

that no party may assign, delegate or otherwise transfer any of its rights, duties or obligations hereunder or interest herein in whole or in part, without the prior written consent of the other parties hereto, except that upon prior written notice (i) to the Conferences and Tournament, ABC may assign its rights to any subsidiary, affiliated, or controlling corporation or to any person, firm or corporation which acquires a substantial portion of ABC's assets and continues in operation in substantially the same form; provided, however, that no such assignment shall relieve ABC of its obligations hereunder, or (ii) to ABC, either BIG TEN or PAC-10 may assign its rights to a corporation assuming the rights and liabilities provided hereunder of the respective Conference.

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IN WITNESS WHEREOF, this ABC Master Agreement has been executed the day of 1993 first above written.

THE BIG TEN CONFERENCE

PASADENA TOURNAMENT OF  
ROSES ASSOCIATION

By: \_\_\_\_\_  
JAMES E. DELANY  
Commissioner  
Big Ten Conference


By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Secretary

THE PACIFIC-10 CONFERENCE

ABC SPORTS, INC.

By: \_\_\_\_\_  
JERRY L. KINGSTON  
President  
Pacific-10 Conference

By: \_\_\_\_\_  
  
DAVID E. DOWNS  
Vice President  
Programming

By: \_\_\_\_\_  
THOMAS C. HANSEN  
Commissioner  
Pacific-10 Conference

## EXHIBIT A

### 1993 ABC/PAC-10/BIG TEN

#### REGULAR-SEASON

#### TELEVISION CONTRACT PRINCIPLES

These ABC/PAC-10/BIG TEN REGULAR-SEASON TELEVISION CONTRACT PRINCIPLES (the "Regular-Season Principles") dated as of August 1, 1993, are entered into by and among THE BIG TEN CONFERENCE, INC., 1500 W. Higgins Road, Park Ridge, Illinois 60068-6300 (the "BIG TEN"), the PACIFIC-10 CONFERENCE, 800 South Broadway, Suite 400, Walnut Creek, California 94596, (the "PAC-10") (individually, a "Conference" and collectively, the "PAC-10/BIG TEN" or the "Conferences") and ABC SPORTS, INC., 47 West 66th Street, New York, NY 10023 ("ABC"), in connection with and as an exhibit to the ABC Master Agreement, dated as of \_\_\_\_\_, 1993, by and among the BIG TEN, PAC-10, the PASADENA TOURNAMENT OF ROSES ASSOCIATION ("Tournament") and ABC, whereby ABC is being granted, among other things, certain television and exhibition rights to regular season BIG TEN/PAC-10 football games in the years 1992-2000 in accordance with the terms and conditions set forth therein and as further described in these Regular-Season Principles.

#### RECITALS

WHEREAS, PAC-10 is an unincorporated, non-profit group, with headquarters in Walnut Creek, California, and consisting of the University of Washington; Washington State University; the University of Oregon; Oregon State University; Leland Stanford, Jr. University; the University of California, Berkeley; the University of California, Los Angeles; the University of Southern California; The University of Arizona; and Arizona State University; and

WHEREAS, BIG TEN is a Delaware not-for-profit corporation, with headquarters at Park Ridge, Illinois, and consisting of the University of Wisconsin, Madison; Purdue University; The Ohio State University, Columbus; Northwestern University; the University of Minnesota, Twin Cities; Michigan State University; the University of Michigan, Ann Arbor; the University of Iowa, Iowa City; Indiana University, Bloomington; the University of Illinois, Urbana-Champaign; and Pennsylvania State University, and

WHEREAS, the PAC-10 and the BIG TEN each has the authority to grant certain exhibition rights to their respective regular-season college football games; and

WHEREAS, the PAC-10/BIG TEN gave ABC certain exhibition rights under that certain Agreement dated March 27, 1989 ("1989 ABC Agreement"), as amended by written agreement on April 30, 1991, June 20, 1991 and May 1, 1992. and the parties wish to restate and amend the 1989 ABC Agreement in accordance with the ABC Master Agreement and these Regular-Season Principles;

NOW, THEREFORE, the parties mutually covenant and agree as follows:

1. RIGHTS GRANTED.

1. (a) Telecast Rights. In accordance with Section 2 of the ABC Master Agreement, PAC-10 and the BIG TEN each hereby grant to ABC exclusive rights as described herein to telecast in all television markets in the United States, its territories and possessions, plus Bermuda (the "Telecast Area"), regular-season PAC-10 Games and BIG TEN Games (as defined in Subparagraph 1(c) below and as to be designated as provided herein) in each of the college football seasons in 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999 and 2000 (the "Term"). ABC shall have the right and obligation to schedule and telecast a minimum of sixteen (16) live Television Exposures and a minimum of twenty-four (24) live Games in each Season as such Capitalized terms are defined under Subparagraph 1(c) hereunder. ABC will have the right to schedule and telecast a seventeenth and eighteenth live Television Exposure in each Season for no additional payment. ABC has no rights under these Regular-Season Principles to telecast any Game in which a BIG TEN or PAC-10 Institution is not the host institution.

1. (b) Pay-Per-View and Closed Circuit Rights. Each Conference agrees that ABC also shall have, during the Term of these Regular-Season Principles, pay-per-view and closed circuit domestic distribution rights to its regional telecasts of PAC-10/BIG TEN regular-season college football games in those telecast areas designated by ABC otherwise not scheduled to receive ABC's over-the-air telecasts of such Games. It is understood that ABC may only exploit such pay-per-view and closed circuit distribution rights with the annual prior approval of the Conferences and the annual payment of additional fees to the Conferences. It is further understood that with respect to the 1992 Season, the Conferences have approved the pay-per-view telecast of the Games, and ABC will pay the PAC-10/BIG TEN a fee of thirty-three percent (33%) of ABC's Net Revenue derived from such pay-per-view and/or closed

circuit domestic distribution in 1992. "Net Revenue" means gross revenues received from the pay-per-view and/or closed circuit distribution of the Games, less the percentage share retained by cable operators, pay-per-view distributors, and any other distribution and marketing expenses.

For the 1993 Season and each subsequent Season within the Term of these Regular-Season Principles, ABC and the Conferences shall enter into good faith negotiation for a period of thirty (30) days beginning on February 10 immediately preceding each such Season, provided that by such date ABC has delivered to the Conferences data necessary for the Conferences to make a decision on whether to approve pay-per-view and/or closed circuit telecasts proposed by ABC for the following Season. In the event such data is unavailable as of February 10, ABC will use best efforts to acquire such data and deliver the same to the Conferences as promptly as possible following such date, but no later than March 1, and ABC's negotiation period shall commence upon the date of receipt by the Conferences of such data but will terminate, in any event, on March 30. If such negotiations with ABC are unsuccessful, the PAC-10 and the BIG TEN each may withhold such approval. It is understood that the PAC-10 and the BIG TEN each may grant to persons other than ABC for the applicable Season, subject to the exclusivity provisions granted to ABC under Section 4 of these Regular-Season Principles, pay-per-view and/or closed circuit domestic distribution rights to those Games not selected for telecast by ABC pursuant to these Regular-Season Principles.

The parties hereto acknowledge that all fees payable by ABC in connection with the exploitation of the pay-per-view and/or closed circuit rights as set forth in this subparagraph will be separate from and in addition to the regular-season fees provided for elsewhere in these Regular-Season Principles and that the distribution of any pay-per-view or closed circuit telecast by ABC shall not constitute an "Exposure" as defined herein.

1. (c) Definitions. A "Television Exposure" or "Exposure" for purposes of these Regular-Season Principles means television coverage of (i) a single Game hosted by a BIG TEN or a PAC-10 Institution which is offered for telecast nationally, i.e., for telecast to all United States affiliates of the ABC television network ("Nationally"); or (ii) one or more Games hosted by a BIG TEN or PAC-10 Institution that will be distributed regionally, provided that such Game or Games shall be offered for telecast by ABC to a total of not less than fifty percent (50%) of the United States television households. "Telecast" for the purposes of these Regular-Season Principles means television coverage of any single Game whether on a national, split national or regional



basis. "CNYT" means current New York Time. "Doubleheader" means the television coverage of two college football Exposures consecutively on the same day, one in the 12:00 p.m. CNYT telecast period, and the second in the 3:30 p.m. CNYT telecast period (or a later period). "PAC-10 Institution" means one of the ten (10) member Institutions of the PAC-10 as listed on the attached SCHEDULE A. "BIG TEN Institution" means one of the eleven (11) member Institutions of the BIG TEN as listed on the attached SCHEDULE A, and "BIG TEN Game(s)" means football Games in which a BIG TEN Institution is the host Institution; notwithstanding the above, Pennsylvania State University ("Penn State") shall not be considered a BIG TEN Institution in the 1992-1995 Seasons. Beginning with the 1996 Season, all of the provisions herein will apply to Penn State for the remainder of the Term. "PAC-10 Game(s)" means football Games in which a PAC-10 Institution is the host Institution. "Season" means the applicable college football playing season in any year of the Term and shall include all home Games played by each PAC-10 and BIG TEN Institution but shall not include pre-season Games, postseason bowl games (e.g., the Rose Bowl) or championship games, if any. "Cross-over" means a college football Game in which either a BIG TEN or a PAC-10 Institution plays a non-PAC-10/BIG TEN institution. "Home Cross-over" means a Cross-over Game in which either a PAC-10 or BIG TEN Institution is the host institution. "Game" or "Games" mean, collectively, BIG TEN Games, PAC-10 Games, and Home Cross-overs. All Games include any pre-Game, post-Game, and half-time activities related to that Game. A "Syndicated Game" means a PAC-10 or BIG TEN football game not selected by ABC for telecast under these Regular-Season Principles which is telecast into multiple markets on a live basis by other broadcast or cable entities under a separate agreement with the applicable Conference or Institution.

1. (d) PAC-10/BIG TEN 50 Percent Release Requirement. When ABC televises a PAC-10/BIG TEN Exposure in combination with a CFA or other exposure, ABC agrees to use its best efforts to ensure coverage of the Game or Games by ABC affiliates representing at least 50 percent (50%) of the television households in the nation. However, up to three times per season, ABC may employ one of the following two exceptions to this rule: (i) count the distribution of a CFA or other away Cross-over Game (in which a PAC-10 or BIG TEN team is to participate) toward the 50 percent, or (ii) distribute such PAC-10/BIG TEN Game or Games to a minimum of 46 percent (46%) of the nation. ABC may not employ the same exception more than twice per Season.

In 1993, 1994 and 1995, all Penn State home games may be included in the calculation of the 50 percent (50%) requirement.

1. (e) Area of Release. ABC acknowledges that PAC-10 and BIG TEN each desires to have its Exposures released into the entire PAC-10 area and BIG TEN area, respectively, and ABC agrees that in implementing its Exposure obligation as set forth in this Section 1, ABC shall consider in good faith the desire of PAC-10/BIG TEN to release each televised PAC-10 Game at a minimum, into the entire PAC-10 core area (the states of Washington, Oregon, California and Arizona) and BIG TEN core area (the states of Minnesota, Indiana, Iowa, Pennsylvania, Ohio, Michigan, Illinois and Wisconsin), respectively.

1. (f) National Exposure. During each two-year period of these Regular-Season Principles, commencing with the 1993 and 1994 Seasons and ending with the 1999 and 2000 Seasons, ABC shall telecast at least eight (8) Exposures Nationally. At least one (1) such national Exposure each year must feature a BIG TEN Institution home Game, and at least one (1) such national Exposure each year must feature a PAC-10 Institution home Game. With respect to one (1) such national Exposure in each Season, when ABC telecasts a PAC-10 intraconference Game, ABC shall have the right to augment the originally scheduled telecast by the telecast of an intraconference BIG TEN Game to not more than 20% of the U.S. television households.

2. REGULAR-SEASON RIGHTS FEES PAYMENT SCHEDULE.

3. GAME SELECTION AND SCHEDULING.

3. (a) Dates. Subject to the terms hereof, ABC shall have the right and obligation during each Season to schedule one or more PAC-10/BIG TEN Television Exposures on each of twelve (12) Saturdays commencing, at ABC's election, either on the first or second Saturday in September of each Season through and including the last Saturday in November of each Season. In addition to these Saturday Television Exposures, ABC may select and schedule, but only in accordance with the provisions herein and with the consent of the Conferences, Television Exposures on Thanksgiving Friday, Labor Day evening, the first Saturday in December of each Season (provided such Game is a regular Season Game), and on other mutually agreeable days (all referred to collectively as "Special Dates"). With respect to the preceding sentence, the consent of the Conference not affected by such scheduling shall not unreasonably be withheld. ABC may also schedule Exposures during "Prime Time" (as defined in Subparagraph 4(c)(iii)) on mutually agreeable

days but only in accordance with the provisions herein. If the Seasons expand from their current schedules, ABC may correspondingly modify its schedule of telecast dates.

3. (b) Schedule. As soon as available but in no case later than the February 1 immediately preceding each Season hereunder, the PAC-10 and the BIG TEN each shall provide ABC with schedules for all of their member Institutions for each Season hereunder, specifying the dates of all Games to be played by each of these Institutions as then scheduled, and designating which of the Games are Homecoming Games and which are scheduled to start at 6:00 p.m. or later, local time. The PAC-10 and the BIG TEN each agrees that the number of Games scheduled to start at 6:00 p.m. or later, local time, will not increase materially from the schedules provided by PAC-10/BIG TEN to ABC in 1992. The objective of the parties is to maintain as high quality a schedule as possible, and to enable ABC to fulfill its obligation to telecast a minimum of sixteen (16) live Exposures and a minimum of twenty-four (24) live Games in each Season hereunder. Toward that end, PAC-10/BIG TEN will schedule each Season at least one Game for telecast in Prime Time. On or before the March 15 preceding each Season, ABC shall submit to the PAC-10/BIG TEN a "preliminary telecast schedule" for the upcoming Season designating at least four (4) Games for each Saturday (two from each Conference) from which ABC, in its best judgment, believes it will select the actual Game or Games for telecast in accordance with the selection procedures of 3(c) and 3(d) below. ABC shall not be limited to these four Games in its actual Game selection. On each "preliminary telecast schedule", ABC will request a Game for its suggested Prime Time ("Initial Prime Time Game") telecast and may also suggest possible enhancements of the PAC-10/BIG TEN schedules by the movement or creation of future Games. Although PAC-10/BIG TEN shall have no obligation to move Games from one date to another or to create additional Games, PAC-10/BIG TEN shall, in good faith, give reasonable consideration to doing so and will cooperate with ABC to provide the most attractive games for ABC's telecasts. PAC-10/BIG TEN shall advise ABC within twenty-one (21) days of receipt of ABC's "preliminary telecast schedule" as to whether the Initial Prime Time Game selected will be moved (if the Game was originally scheduled as a day Game) and as to whether the suggested enhancements of the schedule will be made. If the Initial Game selected for Prime Time cannot be moved, ABC shall suggest three (3) additional Prime Time Games which appear on the Conferences' schedules, one of which shall be a Game in which the host Institution is in the same Conference as the host Institution of the Initial Prime Time Game, and the other two Games shall be ones in which the host Institution is in the other Conference. The PAC-10/BIG TEN shall respond to such request within twenty-one (21) days of such request. With reference to scheduling a Game in Prime Time, Pac-10/BIG TEN

agree to exercise the utmost good faith in attempting to schedule a Game attractive to ABC in such time period, recognizing the importance to the ratings success of the series of presenting a Game capable of generating maximum ratings in that Exposure. Similarly, ABC will use good faith in selecting Games for scheduling in Prime Time, avoiding those Games which tradition dictates cannot be moved to a special date or to Prime Time. If, however, ABC has selected at least four (4) Games to be scheduled in Prime Time and none of those Games are rescheduled to Prime Time and, as a result of the failure to reschedule such Games, ABC cannot schedule a mutually acceptable sixteenth Exposure, then ABC shall have no obligation to telecast such sixteenth Exposure and shall be entitled to relief in the amount of one-sixteenth of the rights fees allocated to regular-season Games for the applicable Season as set forth in Subparagraph 2(a) above and in the form of a reduction in ABC's obligation to telecast eight (8) National Exposures pursuant to Subparagraph 1(f) above, by one (1) Exposure for the relevant Seasons.

3. (c) Early Selection of Certain Games. No later than May 1 of each year ABC shall select the following Games for telecast under these Regular-Season Principles:

- 3. (c) (i) Any Game to be telecast in any of the first three weeks of September;
- 3. (c) (ii) Any Game scheduled by a member Institution for kick-off at 6:00 p.m., or later, local time and proposed to be telecast by ABC at 12:00 p.m. or 3:30 p.m. CNYT;
- 3. (c) (iii) Any Game to be telecast by ABC beginning at approximately 12:00 p.m. CNYT, or earlier, on any date, subject to the terms of Subparagraphs 4(c)(i) and 4(c)(ii);
- 3. (c) (iv) Any Game which has been designated by the host Institution as its Season Homecoming game, except that a PAC-10 Homecoming Game shall be available for ABC's selection 12 days in advance of such Game unless the PAC-10 notifies ABC to the contrary by February 1 of such year;
- 3. (c) (v) Any Game for which ABC proposes a change of the scheduled Game date;
- 3. (c) (vi) Any Game which as of May 1, has been scheduled by the host Institution to kick-off earlier than 6:00 p.m. local time and which ABC proposes to telecast at 7:00 p.m. or later CNYT;

3. (c) (vii) Any Game to be telecast hereunder as a "Special Date" Game; and
3. (c) (viii) Any Game created at ABC's request for telecast hereunder.

In making these selections/designations by May 1, ABC acknowledges the potential hardship for an Institution in changing the scheduled dates and/or times of Games and the importance of early notification to the affected Institutions if such Games are to be telecast. In extraordinary circumstances where a Game selected for distribution on a national basis in categories (i) (other than the first two Saturdays of September), (ii), (iii) and (iv) above has become a very unattractive Game for telecast purposes, and a change should be made for the long range benefit of this television package, upon obtaining the written approval of the applicable Conference ABC may reduce the telecast area to which such Game will be delivered, to the home markets of the participating Institutions and ABC may also assign its production and telecast rights to such Game to a third party. Such a Game telecast shall not be considered an Exposure.

The Games selected for telecast by ABC in categories listed under Subparagraphs 3(c)(v), 3(c)(vi), 3(c)(vii) and 3(c)(viii) above, and any Games to be telecast by ABC on the first two Saturdays of September, shall be telecast by ABC subject to change pursuant only to the force majeure provisions of Section 15 below. However, as to such Games as are selected for telecast by ABC on a national basis, ABC shall have the right to augment the telecast of such Games by the telecast of an additional Game or Games subject in all cases to the following conditions: (1) ABC must notify the participating Institutions of its intention to augment such Game no later than [two] weeks prior to such Game, (2) the originally selected national Exposure shall be telecast to no less than 75% of the U.S. television households (including the home markets of the participating PAC-10/BIG TEN Institution(s)); provided that in the event that both the original national Exposure and the augmenting Game are PAC-10/BIG TEN Games and involve the same home market (e.g., USC and UCLA), ABC shall determine which Game to telecast in the home market, (3) any augmenting Game may be televised to no more than 25% of the U.S. television households, and (4) ABC will consult with the Conference(s) of the participating Institutions regarding the pattern of telecast in the home market, and after such consultation, the determination of such patterns will be made by ABC in its sole discretion. Any scheduling changes permitted in this subparagraph shall be made not less than twelve (12) days in advance of the telecast date of the Game in

accordance with Subparagraph 3(d) below. In making any change permitted in this subparagraph, ABC shall act in good faith and with sensitivity to the potential for negative reaction concerning such changes by the affected Institutions, their students, alumni and athletic administrations.

3. (d) Game Selection. Subject to the above and the following procedures, ABC shall have the right to select for telecast any of the scheduled BIG TEN or PAC-10 Games or Home Cross-overs. ABC will not be permitted to select any Games which are not permitted to be telecast by reason of sanctions imposed by the NCAA or by either Conference. Except as provided otherwise herein, ABC shall select the Games to be televised by it no later than Noon CNYT on the twelfth day (i.e., the second Monday preceding the telecast date) prior to the date such Game or Games are to be telecast by written or telecopied notification to the Commissioners of the Conferences and the Athletic Directors of the home and visiting Institutions. The foregoing notwithstanding, during each Season ABC shall have the right with respect to three Exposures (or, if ABC and PAC-10/BIG TEN agree there is reasonable justification therefor, four Exposures) to make the final selection of the Game or Games for telecast at Noon CNYT on the sixth day (i.e., the Sunday prior to the telecast date) prior to the day such Game or Games are to be telecast. On each of the occasions on which ABC elects to make final selection on the sixth day preceding the day each Game is to be telecast, ABC will inform PAC-10/BIG TEN on the twelfth day preceding the telecast date of a "ready list" of Games from which the Game or Games for telecast will be selected. This ready list will contain only those Games which ABC in good faith may wish to select for telecast depending on the outcome of other ensuing college football games, but in no event shall such ready list contain more than two Games (which may be from both or either Conference(s)) for a national telecast, or four Games (not to exceed two from either Conference) for a split-national telecast. Games not on the ready list will be automatically released for other telecasts by third parties or by either Conference under terms not inconsistent with these Regular-Season Principles. Except as provided in Subparagraph 3(c) above, Games selected or moved pursuant to any subparagraph in this Section 3 shall be telecast by ABC subject only to the force majeure provisions contained in Section 15 hereof. Except as provided in Subparagraph 3(c) above or Section 4 below, at the same time that ABC selects the Game or Games for telecast, ABC shall also designate the exact kick-off time for the Game or Games and shall notify the host Institutions (and affected Conference(s)) as to whether two Games from the same Conference are to be telecast on the same date.

3. (e) Games Played Outside the Continental United States. During each Season, PAC-10/BIG TEN may schedule Games to be played outside the Continental United States. PAC-10/BIG TEN will advise ABC immediately upon commencement of negotiations for playing such a Game in a foreign country. PAC-10/BIG TEN shall consider in good faith ABC's request that such Game not be played outside the Continental United States. PAC-10/BIG TEN agree that they will use their best efforts to avoid appreciably diminishing the value of this television package through scheduling of Games abroad. The parties do not contemplate any significant increase in such foreign Games from prior years. Games played outside the Continental United States for which PAC-10/BIG TEN is able to grant rights to ABC to telecast in the Telecast Area shall be treated as Home Games hereunder for Game selection purposes and ABC shall have the right to select such Games for telecast under these Regular-Season Principles. Notwithstanding Subparagraph 3(d) or any other provision of these Regular-Season Principles, ABC shall select such Games within 10 business days of receiving the PAC-10/BIG TEN season schedule, or by January 20 of the year in which the Game is played, whichever is later. ABC shall not have the right to designate a change in the kick-off time for such Game without the consent of the applicable Conference. In the event ABC does not select such Game for telecast, PAC-10/BIG TEN may grant rights to other broadcasters to telecast such Games within the Telecast Area on a live basis subject only to the network exclusivity provisions of Section 5 below and the start time restrictions to protect an exclusive ABC telecast as provided in Subparagraph 4(e) herein.

3. (f) Appearance Requirements by PAC-10/BIG TEN. It is the desire of each of the member Institutions of the PAC-10 and the BIG TEN, to which ABC has agreed, that no PAC-10 or BIG TEN football team shall appear more than five times on ABC's regular-season telecasts during any Season, except the University of Michigan, which has agreed to appear up to six times in each Season. Additionally, ABC may approach two member Institutions in each Conference each Season, through the Conference only, and request that each Institution make a sixth appearance. It is understood that the PAC-10 has agreed to obligate its member Institutions to make such a sixth appearance but the BIG TEN has not so agreed (except the University of Michigan as aforesaid).

Notwithstanding the foregoing, the University of Michigan and the BIG TEN have agreed not to



receive any additional compensation for the University of Michigan's sixth appearance in any Season. Upon ABC's request, each Conference may consider approving, but need not approve, a sixth appearance by other Institutions of such Conference if, due to scheduling or other problems beyond ABC's control, ABC is unable to select Games which are attractive to a national television audience. However, no Institution shall be obligated to accede to such request.

3. (g) Appearance Requirements by ABC. ABC agrees that it will not select for telecast in any Season more than three home Season Games for any Institution that schedules six home Season Games, without the consent of the applicable Institution and Conference. However, the applicable Institution and Conference shall consider in good faith requests made by ABC to telecast a fourth home game for any Institution that schedules seven home Season Games in any Season.

3. (h) Other Games and Cross-overs. Nothing in these Regular Season Principles will prevent individual PAC-10/BIG TEN Institutions from giving their consent to the telecast of Cross-overs in which a non-PAC-10/BIG TEN Institution is the host Institution, by other broadcast or cable entities on terms and at times agreed to by them and the competing non-PAC-10/BIG TEN Institutions. Further, nothing herein shall restrict ABC from televising any other college football games involving non-PAC-10/BIG TEN Institutions so long as such telecasting does not conflict with the terms of, or interfere with any of the rights of, the PAC-10/BIG TEN under these Regular-Season Principles.

#### 4. TELECAST PERIODS.

4. (a) ABC Telecast Period. An ABC telecast period hereunder shall be approximately three and one half (3-1/2) hours in duration commencing from the Game kick-off. (All ABC kick-offs or start times referenced in these Regular-Season Principles shall be approximate, varying by as much as ten minutes.) Except as otherwise provided in these Regular-Season Principles, PAC-10/BIG TEN agree that each of their member Institutions shall make all of their Games available for an ABC telecast with a 3:30 p.m. CNYT kick-off or other ABC designated kick-off as set forth below.

4. (b) Exclusive Telecast Period. Subject to Subparagraph 4(g), when ABC televises any Game hereunder, ABC's telecast period (i.e., the three and one-half (3 1/2) hour period following the Game kick-off) shall be on an "exclusive" basis, which shall mean that during such telecast period (except for overlap in accordance with Subparagraph 4(e) below, and syndicated telecasts as set forth in Subparagraph 4(c)(iv) below), there shall be no other telecasts of any PAC-10 or

BIG TEN Games or Home Cross-overs in any television media (including, without limitation, over-the-air or cable television on a local, regional or national, pay per view or subscription basis except as provided under Subparagraph 1(b) above, and excluding telecasts released only on campus and to alumni clubs).

4. (c) Other Exclusive Telecast Periods.

4. (c) (i) In order to accommodate a Doubleheader telecast, ABC shall have the right to telecast a maximum of three (3) PAC-10/BIG TEN Games in each Season for telecast at 12:00 noon CNYT. PAC-10/BIG TEN will consider in good faith requests from ABC for a fourth Game in each Season for telecast at 12:00 noon CNYT. Except as otherwise provided in Subparagraph 4(g), all PAC-10/BIG TEN 12:00 noon CNYT telecasts of Games under this subparagraph or Subparagraph 4(c)(ii) shall be on an exclusive basis. ABC shall select such 12:00 noon CNYT Games by May 1 of the applicable year in accordance with Subparagraph 3(c) above and PAC-10/BIG TEN shall accommodate such selections subject to the provisions of these Regular-Season Principles.

4. (c) (ii) In order to take into account any telecast of a World Series or Major League Championship Series ("LCS") baseball game scheduled to start at 3:30 p.m. CNYT, ABC shall have the right to televise Games with 12 noon CNYT telecast times on an exclusive basis. ABC shall notify PAC-10/BIG TEN of the dates when it intends to telecast such Games with 12 noon CNYT telecast times as soon as the LCS schedules can be determined, it being understood, however that the LCS schedules may not be finalized until the end of a baseball season if two or more West Coast teams remain in contention for the LCS. When selected, the affected Games will be moved to a 12 noon CNYT telecast times, and will be counted against the limit of three 12:00 noon CNYT telecasts per Season referenced in Subparagraph 4(c)(i) above. On those Saturdays when an LCS Game is telecast by ABC, ABC will use its best efforts to telecast such LCS Game with a 12:00 noon CNYT telecast time and to telecast the Game or Games hereunder with a 3:30 p.m. CNYT telecast time; provided that the parties acknowledge that such scheduling may be difficult because the sites of the LCS Games may be in any of several different time zones.

4. (c) (iii) Such Games as ABC shall televise in the Prime Time period ("Prime Time Games") shall be on an exclusive basis. The "Prime Time period" shall mean that the telecast of the Game shall begin no earlier than 7:00 p.m. CNYT and no later than 8:20 p.m. CNYT.
4. (c) (iv) For PAC-10/BIG TEN Games and Home Cross-overs telecast regionally into the Pacific Time Zone, ABC shall have the right to televise Games with a 12:30, 1:30, 2:30 or 3:30 p.m., local time, telecast start times on an exclusive basis with respect to any other PAC-10/BIG TEN Games and any Home Cross-overs which take place in the Pacific Time Zone. Notwithstanding this or any other provision of these Regular-Season Principles, the PAC-10 shall be permitted to grant rights to others to telecast Syndicated Games as defined herein with telecast times beginning no earlier than 3:10 p.m. Pacific Time.
4. (d) Further Limitations and Additions. The restrictions in Subparagraphs 4(a), (b) and (c) notwithstanding, ABC agrees to the following limitations:
4. (d) (i) For the PAC-10, kick-offs for Games may not be scheduled earlier than 11:20 a.m. local time. For the BIG TEN, kick-offs for Games may not be scheduled earlier than 12:00 p.m. CNYT and Games with such kick-off times must be selected in accordance with Subparagraphs 4(c)(i) and 4(c)(ii) above.
4. (d) (ii) For BIG TEN Games selected for telecast in November of each Season, ABC may not require a telecast start time later than 2:30 p.m. CNYT except on two (2) dates in each Season (which dates shall not both involve the same BIG TEN Institution as host). ABC may request a start time later than 2:30 p.m. CNYT on additional dates and BIG TEN shall use reasonable efforts to accommodate ABC but shall be under no obligation to do so. Games selected for telecast pursuant to this subparagraph shall be telecast by ABC subject only to the force majeure provisions contained in Section 15 herein.
4. (d) (iii) Arizona Institutions in the PAC-10 shall not be required to move their Games from night to day during September but will take under consideration any request to do so.
4. (d) (iv) The Games between The Ohio State University and the University of Michigan, if telecast hereunder, will have telecast times of 12:00 noon CNYT.

4. (d) (v) ABC acknowledges that no University of Michigan home Games will be telecast later than 1:00 p.m. CNYT on any Saturday after the conversion of Eastern Daylight Time to Eastern Standard Time.
4. (d) (vi) The Conferences acknowledge ABC's desire to televise selected PAC-10/BIG TEN Exposures at 2:30 p.m. Eastern Time (ABC would televise PAC-10 Games involved in these Exposures at 1:00 p.m. Pacific Time). The BIG TEN and PAC-10 agree to consider such requests consistent with the contracts of each Conference for football telecasts on other carriers. The PAC-10's members also will consider start times of 11:30 a.m. Pacific Time on request.
4. (e) Other Telecasts. Outside the periods when ABC is televising on an exclusive basis there shall be no restrictions on the telecasts by third parties or the Conferences themselves of other PAC-10 or BIG TEN Games and of Home Cross-overs except for the over-the-air network exclusivity as described in Section 5 below, the promotion guidelines in Subparagraph 4(h) and the following starting time restrictions which are intended to minimize overlap into an exclusive ABC telecast hereunder:
4. (e) (i) On days on which ABC telecasts PAC-10/BIG TEN Games under these Regular-Season Principles, Games telecast by other television entities shall be scheduled in accordance with the start times set out below which are intended to permit an approximate overlap of forty-five (45) minutes into the scheduled kick-off, and forty-five (45) minutes into the scheduled completion of an ABC telecast of a PAC-10/BIG TEN Game hereunder, except that when ABC's telecast Game kicks off at 3:30 p.m. CNYT, the permissible overlap into the scheduled kick-off shall be thirty (30) minutes.
4. (e) (i) (A) No earlier than 6:15 p.m. CNYT nor later than 12:30 p.m. CNYT when ABC's Game kicks off at 3:30 p.m. CNYT; and
4. (e) (i) (B) No earlier than 3:15 p.m. CNYT, when ABC's Game kicks off at 12:30 p.m. CNYT or later.
4. (f) Doubleheader Scheduling. Subject to Subparagraph 4(g), if ABC is televising a Doubleheader where both Games involve a PAC-10 or BIG TEN team, ABC's exclusivity shall extend through both the 12:00 p.m. CNYT and the 3:30 p.m. CNYT television periods, i.e., from 12:00 to 7:00 p.m. CNYT on that date subject to the permissible overlap under Subparagraph 4(e)(i) at the end of this "day-long" Telecast.

4. (g) Doubleheader Exclusivity and Syndicated Games. A Syndicated Game of either the PAC-10 or BIG TEN may be telecast on each afternoon of each Saturday of each Season and will not be required to start earlier than 12:30 p.m. CNYT. Such Syndicated Games shall be subject to the exclusivity provisions set forth in Subparagraphs 4(b) through 4(f) above, except that for the Seasons 1993 through 2000 each Conference may telecast during such period an aggregate of five (5) Syndicated Games with a telecast start time at approximately the same time as Games of the other Conference which are being telecast by ABC as part of a Doubleheader under these Regular-Season Principles. No Syndicated Game may be telecast between 12:00 p.m. CNYT and 7:00 p.m. CNYT on the following Saturdays, which dates may change with the addition of Pennsylvania State University to the BIG TEN: November 20, 1993; November 19, 1994; November 25, 1995; November 23, 1996; November 22, 1997; November 21, 1998; November 20, 1999 and November 25, 2000.

4. (h) Promotion by Third Parties. PAC-10/BIG TEN will not authorize third parties to promote on-air, in print or otherwise, their telecasts of other PAC-10/BIG TEN Games and Home Cross-overs, if such Games are still available for selection by ABC, unless such third party clearly discloses the potential for pre-emption by an ABC Telecast in such promotion.

4. (i) Promotion by ABC. ABC intends to provide an active promotional campaign for the Telecasts. In this regard, ABC intends to promote such Games and the series of Games on a regular basis throughout the major television markets including those of the two Conferences in such media as on-air promotional announcements for the Games and series of Games on the ABC Television Network. ABC will use its best efforts to have ABC affiliated stations promote each Game and series of Games. At least once each Season during the term, at the request of the PAC-10/BIG TEN, ABC shall discuss with PAC-10/BIG TEN its promotional plans for the upcoming Season.

## 5. NETWORK EXCLUSIVITY.

The right to telecast any PAC-10/BIG TEN Game and Home Cross-over shall be exclusive to ABC in all over-the-air network television within the Telecast Area. The Conferences agree that there shall be no live telecast within the Telecast Area by another over-the-air network (i.e., NBC, CBS or Fox Television Networks) of any PAC-10/BIG TEN Game or any Home Cross-over regardless of where such Game takes place.

## 6. DECREASE IN INVENTORY.

6. (a) If the inventory of PAC-10/BIG TEN Games available to ABC within the telecast periods specified herein is reduced:

- 6. (a) (i) because of the ineligibility of PAC-10/BIG TEN Institutions for television because of sanctions imposed by the NCAA or the appropriate Conference; or
- 6. (a) (ii) because of the refusal or failure of any member institution(s) listed in Schedule A to participate fully for other reasons (excluding reasons of force majeure as provided in Section 15 below); or
- 6. (a) (iii) because ABC is unable to select and televise Home Cross-overs for any reason beyond ABC's control (including refusal by the visiting non-PAC-10/BIG TEN Institution to consent to ABC's Telecast, but excluding reasons of force majeure as described in Section 15 below and excluding any NCAA sanctions against a non-PAC-10/BIG TEN Institution);

Then, if as a result of any of the foregoing, the value of this television football package is reduced, ABC may be entitled to a reduction in the rights fees allocated to the Season payable hereunder, and the parties will endeavor to work out the amount of such a reduction in rights fees, if any, through good faith negotiations. If the parties do not reach agreement, then within thirty (30) days following ABC's written notice to the Conference requesting a reduction, the parties agree to submit the issue of whether there should be a reduction in the rights fees hereunder and the amount of such reduction to binding arbitration in accordance with the rules of the American Arbitration Association and to be bound by the determination from such arbitration as to the appropriate amount of this reduction, if any, based on the diminished value to ABC of this television football package as a result of the unavailability of the Game or Games. The arbitration will take place and the reduction amount, if any, determined prior to ABC's final payment of any disputed amount under Subparagraph 2(a) above. If the reduction amount is not determined as of the date of the final payment to be made with respect to a particular Season, ABC shall deposit the amount in dispute in an escrow account established at a national bank with terms (including investment policies) to be agreed to by ABC and the PAC-10/BIG TEN. Any interest earned on, or accretion of, the funds held in escrow shall inure to the benefit of the successful party in the arbitration proceedings. As part of the procedure provided hereunder, ABC shall take any and all reasonable actions to mitigate any reductions and may, without limitation, (i) substitute another Game or Games for telecast in lieu of an unavailable Game on the same date; or (ii) televise an additional Game or Games on a later date during the term without the additional rights fees required under Section 2 of these Regular-Season Principles. If ABC substitutes a Game for an unavailable Game pursuant to its obligation to mitigate, such substituted Game will not be considered a telecast Game

for purposes of Subparagraphs 3(f) and 3(g) above. Further, if any Game is selected by ABC and is not made available for an ABC telecast time of 3:30 p.m. (or 12:00 noon, in accordance with Subparagraph 4(c)(i) above), the applicable Conference and member Institution shall not allow such Game to be televised live by any other television entity except for those Games governed by Subparagraph 4(d)(iii) above. If, however, a Game cannot be made available as required by the provisions of Sections 3 and 4 of these Regular-Season Principles due to circumstances outside the control of the host Institution, (e.g., stadium unavailability), such Game may be telecast on a live basis by another television entity at its originally scheduled time, subject to the exclusivity provisions of Sections 4 and 5 above.

6. (b) In the event that a visiting non-PAC-10/BIG TEN Institution refuses to consent to ABC's telecast of a Game Cross-over hereunder, PAC-10/BIG TEN and ABC agree that they will consider joint legal action against such refusing non-PAC-10/BIG TEN Institution with shared legal costs. ABC, the PAC-10 and the BIG TEN may each determine for itself the feasibility of such legal action and each shall have the right to refuse to participate therein or to pursue such action individually.

#### 7. COMMERCIAL MATTER.

7. (a) Commercial Format. ABC shall have the right to insert such commercial matter as ABC elects, subject to Subparagraph 8(b) below, into each of its Telecasts of any Game in accordance with the commercial format described in Schedule B (which is attached hereto and made a part hereof) [as revised on September 4, 1992 four (4) fourth quarter timeouts revision]. There shall be an overall limit of thirty (30) commercial minutes plus two sixty-four (64) second station breaks (for a Prime Time telecast, three such station breaks) per Game telecast hereunder. The parties agree they wish to avoid prolonged interruption of any Game which ABC will televise. All interruption periods will be timed and controlled by the game officials or the liaison official assigned to each Game by the appropriate Conference. At ABC's discretion, it may move the commercial break currently identified as #21 from any scheduled Exposure and may add such commercial break (no more than one per Exposure) as an additional break (in effect, #22) to a corresponding Exposure. In no event shall an Exposure have more than 22 commercial breaks. ABC agrees to provide each Conference annually with a written report identifying inventory shifts, specifying at what point in each Telecast a shifted commercial pod was inserted.

7. (b) Pre-Game/Post-Game Programming. ABC shall have the right, but not the obligation, to produce and televise pre-Game and post-Game programming (originating from the stadium or from the studio, as ABC may elect). In addition to the commercial matter within the Game telecast, ABC may insert such commercial matter, as ABC elects, into such pre-Game and post-Game programming subject to Subparagraph 7(c) below.

7. (c) Commercial Subject Matter. ABC shall not itself sell for sponsorship, and shall notify its affiliated stations, not to sell for sponsorship, either during a Game telecast or during related pre-Game or post-Game programming, advertising for cigarettes, for alcoholic beverages other than malt beverages, beer and wine, or for any product related to gambling (excluding legalized lotteries and hotel chains, or hotel casinos, provided gambling is not depicted or advertised in any actual commercial). PAC-10/BIG TEN will promptly bring to ABC's attention any commercial which in the PAC-10/BIG TEN's opinion is not in compliance with these standards.

#### 8. PROMOTIONAL AND INSTITUTIONAL ANNOUNCEMENTS.

8. (a) ABC Promotion. ABC may insert into each Telecast up to three (3) minutes of promotional announcements (excluding any promotional announcements for PAC-10/BIG TEN Game telecasts or series) for any programming on the ABC Television Network, including any other sports programming.

8. (b) Institutionals. During each Telecast, ABC will televise one 30-second promotional announcement for each of the Institutions in the Game describing its academic and athletic programs and one 60-second (or two 30-second, back-to-back) promotional announcement(s) on behalf of either BIG TEN or PAC-10 higher education depending on the Conference with which the host Institution is affiliated. All of the foregoing announcements shall be produced and paid for by either PAC-10/BIG TEN or the host Institution and shall be subject to review and approval by ABC's Department of Broadcast Standards and Practices and ABC.

#### 9. ACCESS AND FACILITIES.

The host Institution for each Game telecast hereunder shall make all arrangements at the site of any Game to be telecast by ABC, which arrangements will provide ABC's production and engineering personnel free access to and from the site reasonably in advance of a Telecast to enable ABC to make necessary preparations for its Telecast and to provide ABC without charge first priority in such space and camera locations as ABC may reasonably require for equipment,



broadcast facilities and personnel at locations designated by ABC (including space for microphones, ground level, hand-held or other cameras and related apparatus) and approved by the affected Institution, which approval shall not be unreasonably withheld. In the event that it is necessary to displace any seating locations for purposes of providing ABC with such space, ABC will not be charged for such lost seating. ABC shall have the right to install, operate, and remove, by personnel designated by ABC, such platforms, cables, wires and other apparatus as may be necessary for the recording or telecast of any Game, provided that ABC shall not unreasonably interfere with the staging or conduct of any such Game. The host PAC-10/BIG TEN Institution will cause to be provided to ABC, without charge, access to all electronic timing devices plus all existing lighting and power, and ABC may tap power lines in and about the site and may locate its mobile and/or tape units at the site without charge in space designated by the host Institution. In addition, the host PAC-10/BIG TEN Institution shall consider in good faith, on a case by case basis, whether it may provide to ABC without charge, all necessary permits to locate its mobile and tape units at the site of a Game without charge over consecutive weeks if ABC has scheduled Games at such site on successive dates, and twenty (20) parking passes for each Game hereunder. The lighting shall be satisfactory for quality telecasting in color and the host Institution, at the cost of PAC-10/BIG TEN, will supplement existing lighting if necessary to meet ABC's technical needs and to assure safety at the site. ABC will reimburse PAC-10/BIG TEN for one half (1/2) of the cost of any such lighting supplementation, and the total cost shall not exceed Sixty Thousand Dollars (\$60,000) per Game through the 1994 Season, Sixty-Five Thousand Dollars (\$65,000) in the 1995 and 1996 Seasons, Seventy Thousand Dollars (\$70,000) in the 1997 and 1998 Seasons and Seventy-Five Thousand Dollars (\$75,000) in the 1999 and 2000 Seasons, without the prior approval of ABC and the PAC 10/BIG TEN. Additional ABC NABET employees are not currently required for the handling of such supplementary lighting and therefore no NABET costs will be added to the cost thereof. ABC may display its name and trademark on banners, its equipment and on any platform or telecasting booth used at the site at points approved by the host Institution. At ABC's request, the host PAC-10/BIG TEN Institution shall use its best efforts to provide a site reasonably adjacent to the Stadium, at no rental fee, for use by ABC as a hospitality area of a size and configuration to be mutually agreed upon.

#### 10. USE OF GAME FOOTAGE.

Neither PAC-10/BIG TEN nor any of its member Institutions will permit live telecasting within the Telecast Area by any other broadcast entity of a Game, or any portion